

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In Re:

**Lehman Brothers Holdings Inc., et al.,
Debtors.**

STIPULATION AND AGREED ORDER

**Chapter 11 Case No. 08-13555 (SCC)
(Jointly Administered)**

This Stipulation and Agreed Order (the “**Stipulation and Agreed Order**”) is entered among Rushmore Loan Management Services, LLC as servicing agent for U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT, (“**Rushmore Loan Management**”) and Lehman Brothers Holdings Inc. (“**LBHI**” and solely in its capacity as Plan Administrator, the “**Plan Administrator**”) with respect to the following:

WHEREAS, on June 20, 2019, Rushmore Loan Management filed a motion with this Court for an order modifying the automatic stay in these chapter 11 cases by permitting Rushmore Loan Management to foreclose on the mortgage of the premises commonly known as 9025 East 13th Street, Indianapolis, IN 46229 (the “**Property**”), as the Debtor has no interest in the Property.

WHEREAS, LBHI does not object to the limited relief requested in the Motion.

WHEREAS, no other objections to the Motion have been filed.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by Rushmore Loan Management and LBHI (each of the foregoing a “**Party**” and collectively the “**Parties**”), through their undersigned counsel, and **ORDERED AND APPROVED** by the Court as follows:

1. This Stipulation and Agreed Order shall have no force or effect unless and until approved by the Bankruptcy Court (the “**Effective Date**”).
2. The automatic stay shall be terminated solely with respect to Rushmore Loan Management and/or its successors or assigns and solely to the extent necessary to permit Rushmore Loan Management to foreclose or otherwise pursue its mortgage remedies and rights on the Property.
3. Each person who executes this Stipulation and Agreed Order on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation and Agreed Order on behalf of such Party.
4. This Stipulation and Agreed Order shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. No amendment or waiver of any provision of this Stipulation and Agreed Order shall be effective unless the same shall be in writing and signed by the Parties, and then such amendment, waiver

or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Stipulation and Agreed Order shall be governed by and construed in accordance with the Bankruptcy Code and the laws of the State of New York, without reference to conflicts of law principles.

7. Notwithstanding the applicability of Federal Rule of Bankruptcy Procedure 4001(a)(3), the terms and provisions of this Stipulation and Agreed Order shall be effective and enforceable immediately upon the Effective Date, and shall thereafter be binding upon the Parties hereto and their respective affiliates, successors, and assigns.

8. This Court shall retain exclusive jurisdiction over any and all disputes relating to the interpretation, implementation and enforcement of the terms of this Stipulation and Agreed Order.

In Witness Hereof, this Stipulation and Agreed Order has been executed and delivered as of the date written below.

Dated: November 13, 2019
New York, New York

By:

/s/ Garrett A. Fail

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000

Garrett A. Fail

Attorneys for Lehman Brothers Holdings Inc.

/s/ Ehret Van Horn

GROSS POLOWY, LLC
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Telephone: (716) 204-1700

Ehret Van Horn

*Rushmore Loan Management Services, LLC
as servicing agent for U.S. Bank National
Association,
not in its individual capacity but solely as
trustee
for the RMAC Trust, Series 2016-CTT*

IT IS SO ORDERED: December 19, 2019

/S/ Shelley C. Chapman
THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE